

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a cost plus award fee (CPAF) type contract for the West Valley Demonstration Project interim end state. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS).

Performance under this contract shall be subject to the availability of funds from which payment for contract purposes can be made. The availability of funds is contingent on appropriations by Congress and New York State. Therefore, funding is subject to change based on actual appropriations and actual award date of the contract. Such funds will be provided for all allowable and allocable billings for cost and fee. It is anticipated that contract funding will be obligated on a quarterly basis throughout each fiscal year.

B.2 ESTIMATED COST, BASE, AND AWARD FEE

- (a) The Energy Employees Occupational Injury Compensation Program Act (EEOICPA) costs are separately funded by the Office of Environment, Safety and Health (EH). Costs associated with the Radiological Assistance Program (RAP) support are separately funded by the National Nuclear Security Administration (NNSA). The Contractor shall segregate these charges and report them separately.
- (b) Pursuant to the FAR clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract is \$_____.
- (c) The base fee is \$_____ (2% of cost in B.2.(b)).
- (d) The award fee for this contract shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available base and award fee for the period may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously

paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for the contract is \$_____. Award fee available for each period is as set forth in the award fee plan. Should the anticipated scope per fiscal year increase or decrease by an estimated 10% or greater from the scope as priced in the contract for that year, the Contractor and Government will enter into good faith negotiations to revise the fee pool for that year (and subsequent years as may be appropriate) accordingly.

- (e) Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$_____TBD_____. It is estimated that this amount is sufficient to cover performance through _____TBD_____.
- (f) Financial Plans: Cost and Commitment Limitations. The Contractor shall comply with DOE issued Financial Plans which establish appropriation obligational control levels (i.e. an upper limit on incurred obligations or expenditures) in the performance of this contract. A Financial Plan is a document issued by DOE that provides the Contractor with the available funding by administrative control points. For example, the Contractor may only spend Project Baseline Summary (PBS) OH-WV-0020 funds on Safeguards and Security.

B.3 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) Contract transition is a 30 to 60-day period of time prior to the date the Contractor assumes full responsibility. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. During the transition period, the Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 30-day review and approval period. The Contractor shall obtain all necessary permits and licenses. Available government furnished facilities, property, services and items are identified in Section H and Section J.
- (c) All transition costs shall be included in the total estimated cost of this contract.